

**WILLOUGHBY & HOEFER, P.A.**

ATTORNEYS & COUNSELORS AT LAW

930 RICHLAND STREET

P.O. BOX 8416

COLUMBIA, SOUTH CAROLINA 29202-8416

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K. CHAD BURGESS  
NOAH M. HICKS II\*\*  
BENJAMIN P. MUSTIAN  
M. McMULLEN TAYLOR

December 13, 2006

\*ALSO ADMITTED IN TX  
\*\*ALSO ADMITTED IN VA

**VIA HAND-DELIVERY**

Mr. Charles Terreni  
Chief Clerk/Administrator  
**South Carolina Public Service Commission**  
101 Executive Center Drive  
Columbia, SC 29210

RECEIVED

DEC 13 2006

PSC SC  
DOCKETING DEPT.

COPY  
183247  
Posted: tecl  
Dept: S.A.  
Date: 12/14/06  
Time: 10:30

AREA CODE 803  
TELEPHONE 252-3300  
TELECOPIER 256-8062

TRACEY C. GREEN  
SPECIAL COUNSEL

RE: Application of Mark Toppi d/b/a American Family Moving & Storage for a Class E (HHG) Certificate of Public Convenience And Necessity for Operation of Motor Vehicle Carrier  
Docket No. 2006-79-T

Dear Mr. Terreni:

Enclosed for filing, pursuant to 26 S.C. Code Ann. Reg. 103-220 (Supp. 2005), are ten (10) copies of the lease entered into between Mark Toppi d/b/a American Family Moving & Storage and Enterprise Leasing Company - Southeast ("Lease") in the above-captioned matter. Please acknowledge receipt of this document by date-stamping the extra copy that is enclosed and returning it to me via our courier.

By copy of this letter, I am serving the South Carolina Office of Regulatory Staff with a copy of the Lease and attach a certificate of service to that effect.

If you have any questions, or need additional information, please do not hesitate to contact me.

Very truly yours,

**WILLOUGHBY & HOEFER, P.A.**

*K. Chad Burgess*  
K. Chad Burgess

KCB/amw  
Enclosure

cc: C. Lessie Hammonds, Esquire (via hand delivery w/enclosures)


 OWNER OF VEHICLE:  
 BRANCH ADDRESS:

**truck**  
 ENTERPRISE LEASING COMPANY - SOUTHEAST  
 7291 CROSS COUNTY RD 843-207-9228  
 NORTH CHARLESTON SC 29418-3306

 NO 7:00A- 5:00P TH 7:00A- 5:00P  
 WE 7:00A- 5:00P SA 9:00A- 12:00P  
 FR 7:00A- 5:00P SU CLOSED

0507 PM 12/06/06		RENTAL TYPE	Q	SOURCE #	26T0117	I.D. #	999	RENTAL AGREEMENT	NO. D	2001
0800 AM 12/06/06		COMPANY/RENTER	AMERICAN FAMILY* MARK TOPPI*							
START CHARGES IF DIFFERENT		ADDRESS OF PRINCIPAL PLACE OF BUSINESS	530 ORANGEBURG RD.							
ORIGINAL VEHICLE		CITY	SUMMERVILLE		STATE	SC		ZIP	29483	
COLOR	97 X 96	LICENSE NO.	P343987		DOB	3/13/77		EMPLOYER		
MODEL	4300	UNIT #	NMT118		DRIVERS LICENSE	011556733		STATE	SC	
MILEAGE	IN	OUT	10549		BILL TO	N		PHONE	EXT.	
DRIVEN										
A VEHICLE CONDITION AND EQUIPMENT REPORT (PAGE 5) IS PROVIDED AND INCORPORATED AS PART OF THIS AGREEMENT.		ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. REQUEST OWNER'S PERMISSION TO ALLOW ALL AUTH CD EMPLOYEES AGE 21 WITH VALID LICENSE WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE THE RENTED VEHICLE (VEHICLE) FOR ME AND ON MY BEHALF. I AM RESPONSIBLE FOR THEIR ACTIONS WHILE THEY ARE DRIVING, AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT (AGREEMENT). USE OF VEHICLE BY AN UNAUTHORIZED DRIVER WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT. RENTER'S REP.								
OPTIONAL PRODUCTS NOTICE:		RENTER UNDERSTANDS AND AGREES VEHICLE WILL NOT BE OPERATED OR USED IN CANADA, CT, THE DISTRICT OF COLUMBIA, IA, ME, MA, RI OR NY. PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATE(S) AND OR COUNTRY(S): ALL AUTH STATES OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.								
DAMAGE WAIVER RELIEVES RENTER OF RESPONSIBILITY FOR CERTAIN DAMAGE TO THE VEHICLE. DW DOES NOT APPLY TO ANY LOSS OR DAMAGE RESULTING FROM THEFT OF VEHICLE, COMPONENTS OR CONTENTS, OR TO OVERHEAD DAMAGE TO THE PASSENGER COMPARTMENT OR CONTAINER.		RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 5. RENTER'S REP. Declines DWV								
SUPPLEMENTAL LIABILITY PROTECTION PROVIDES PROTECTION TO COVER INJURIES AND DAMAGES TO OTHER PEOPLE OR THEIR PROPERTY IF YOU ARE AT FAULT IN AN ACCIDENT. FOR A FURTHER DESCRIPTION OF BOTH PRODUCTS, INCLUDING BENEFITS, RESTRICTIONS AND EXCLUSIONS, PLEASE SEE PAGE 3. THEIR PURCHASE IS NOT REQUIRED TO RENT VEHICLE.		RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. RENTER IS RELIEVED OF DAMAGE RESPONSIBILITY FOR CERTAIN DAMAGE AND LOSSES OVER THE RETAINED RESPONSIBILITY (RR) AMOUNT INITIALED BELOW. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 16. DW IS NOT INSURANCE. RENTER'S REP. Accepts DW Accepts DWV								
RENTER'S REP. Declines SLP		RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 10. RENTER'S REP. Accepts SLP								
ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT (PAGES 1 THROUGH 5)		DATE 12/06/06 RENTER: BY RENTER'S REP. [Signature] RENTER'S REPRESENTATIVE DRIVERS LICENSE OF RENTER'S REPRESENTATIVE OWNER REF. [Signature] EMPL. # 26200								
REPLACEMENT VEHICLE		I WILL RETURN VEHICLE BY: DATE 1/06/07 TIME 08:00A DEPOSIT(S) AMOUNT 1000.00 PAID BY XXXXXXXXXXXXX2454 VIAUTH								
MILEAGE IN OUT		ADDITIONAL INFORMATION								
DRIVEN		FOR ROADSIDE ASSISTANCE, PLEASE CALL 1-800-RENT-A-TRUCK (24 HRS/DAY)								
FUEL OUT IN		NO FUEL REFUND								

 DAY = 24 HOUR PERIOD  
 MILES @ .15/MI AFTER  
 HOURS @ 35.00/HOUR  
 DAYS @ 65.00/DAY  
 WEEKS @ 325.00/WEEK

FUEL @ 4.00/GALLON

TAX 6.5 %

TOTAL CHARGES

DEPOSITS

REFUNDS

AMOUNT DUE

CLOSED BY

PAID BY	CASH	CHECK
RECEIPT OF CASH REFUND	DATE	AMOUNT

**ADDITIONAL TERMS AND CONDITIONS**

Renter agrees by Renter's Representative signature on Page 1 that Renter is aware of and accepts full responsibility for and is bound by the terms and conditions contained in this **Rental Agreement (Agreement)**, which consists of Pages 1 through 5, hereof. Renter warrants that Renter's Representative as defined herein below is authorized to execute this Agreement on behalf of Renter and to accept possession of Vehicle. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate, mileage charge and/or selection of optional products. Renter authorizes Owner to verify through credit agencies or other sources the personal and credit information provided by Renter. This Agreement is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner. **This Agreement must be carried in Vehicle at all times.**

1. **Definitions:** For the purposes of this Agreement, the following terms are specifically defined:

- "ADDITIONAL AUTHORIZED DRIVER" (AAD)** means the person or persons specifically identified on Page 1 as "ADDITIONAL AUTHORIZED DRIVER(S)" and all properly licensed employees of Renter 21 years of age and older;
- "OWNER"** means "OWNER OF VEHICLE" shown on the top of Page 1;
- "RENTER"** means the person, or entity identified on Page 1 as "COMPANY/RENTER";
- "RENTER'S REPRESENTATIVE"** (Renter's Rep) means the employee or representative of Renter who accepts and signs for Vehicle on Page 1 and 5;
- "VEHICLE"** means the "ORIGINAL VEHICLE" or any replacement vehicle(s).

2. **Ownership/Vehicle Condition/Warranty Exclusion.** Renter acknowledges that Vehicle is, by ownership, beneficial interest or lease, property of Owner, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle in good physical and mechanical condition. **RENTER IS RENTING VEHICLE "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Renter agrees to return Vehicle to Owner on or before return date stated on Page 1 or on Owner's demand and in same condition as received, ordinary wear and tear excepted. If Renter determines Vehicle is unsafe, Renter shall cease operation of Vehicle and notify Owner immediately.

3. **Payment by Renter.**

- For all daily items designated as "day" on Page 1:
  - If Page 1 indicates "day = 24 hour period", a day is each consecutive 24 hour period.
  - If Page 1 indicates "day = calendar day", a day is each consecutive full or partial day of the week.
  - All charges are for a minimum of 1 day.
- For all rental terms shown as "week" or "month" on Page 1:
  - If Page 1 indicates "week", a week is 7 consecutive 24 hour days beginning at the start time of the rental.
  - If Page 1 indicates "month", a month is 30 consecutive 24 hour days beginning at the start time of the rental.
- Renter shall pay Owner on demand as set forth on Page 1:
  - The hour, day, week and month charges from the time Renter rented Vehicle until Vehicle is returned to Owner (Rental Period). The hourly charge if shown on Page 1 shall apply to each full or partial hour in excess of a rental day. The hourly charge shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on Page 1, all rental charges through the time an employee of Owner checks in Vehicle are Renter's responsibility.
  - The mileage charge per mile for all miles exceeding any free miles set forth on Page 1 permitted for the Rental Period.
  - The optional services and/or products charges for those items accepted by Renter.
  - The fuel charge at the rate shown on Page 1 for the difference in fuel level if Vehicle is returned with less fuel than when rented. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it.
  - The drop charge.
  - The taxes.
  - The fees and other charges including but not limited to airport Consolidated Facility Charges (CFC) and Airport Access Fees (AAF).
- Additional Obligations of Renter - Unless prohibited by law, Renter shall pay Owner on demand:
  - A vehicle recovery fee of \$100.00 or \$.50 per mile between return location and original rental office, whichever is greater, if Renter returns Vehicle to a location other than the original rental office unless a drop charge as specified above has been shown on Page 1.
  - For damage to or theft of Vehicle, including all related costs (see paragraph 6). If Damage Waiver as described in paragraph 15, does not apply.
  - All fines, costs and attorney fees for legal violations, parking, tolls, towing and storage incurred by Owner against Vehicle, driver or Owner occurring during the Rental Period, unless caused solely by Owner. Owner may charge an administrative fee.
  - A late charge of 1 1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.
  - All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.
  - A cleaning and/or disposal charge if Vehicle is not returned clean or emptied of Renter's contents.

**IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, RENTER AND/OR RENTER'S REP. AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT.** Owner limits the amount of available cash in each of its offices. Therefore, upon return of Vehicle rented with a cash deposit, any excess cash or cash equivalent may be refunded by check issued by Owner's administrative offices, which refund may take several days. All charges are subject to final audit by Owner.

4. **Limits on Use and Termination of Right to Use.**

- Renter has exclusive possession, control and use of Vehicle and has responsibility for the operation of Vehicle for the Rental Period; however Vehicle may not be used or operated:
  - Other than in the ordinary course of Renter's business;
  - For the transport of goods, products or persons for hire as a common carrier, a contract carrier or a private carrier of property or passengers UNLESS:
    - Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated and furnishes, upon Owner's request, satisfactory evidence of such insurance with Owner as an additional named insured and loss payee on the policy; and
    - Renter and any AAD hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations.
  - To haul or store hazardous materials or pollutants of any kind or nature, including without limitation, explosives, chemicals, corrosives or medical waste;

- In areas of civil unrest, including, without limitation labor strike areas;
  - With a load in excess of the Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines;
  - With occupants exceeding the number of seat belts provided in Vehicle by the manufacturer or occupants or livestock in the cargo compartment of Vehicle;
  - To tow or push anything without Owner's prior written permission. If Owner grants permission, Renter will abide by all manufacturer's specifications and requirements and all legal and regulatory obligations regarding towing;
  - Without sufficient levels and types of fuel, coolants, lubricants and/or other fluids;
  - While the driver is under the influence of drugs, alcohol or any intoxicant with or without a prescription;
  - In a reckless or wanton manner;
  - On an unpaved road or off-road;
  - In any race, speed test, or contest;
  - By any person other than Renter or AAD;
  - By any person who provided false or fraudulent information to Owner;
  - In interstate commerce unless properly licensed and authorized by applicable authorities; or
  - For any purpose in violation of any federal, state or municipal law, ordinance or regulation.
- Renter shall not transfer or assign this Agreement and/or sublease Vehicle.
  - Renter shall not mark the outside of Vehicle unless required by law, without permission of Owner. Marking shall be removed prior to returning Vehicle.
  - In the event of any violation of the limits on use or any other provision of this Agreement, Owner may, without any further notice to Renter or AAD, terminate their right to use Vehicle and retain any other rights and remedies provided by law. Owner has the right to seize Vehicle without process or notice to Renter or AAD. Renter and AAD hereby waive all claims for damages connected with such seizure including loss or damage to cargo, and shall pay all expenses incurred by Owner returning Vehicle to the original rental office.
  - If Renter or AAD continues to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD hereby release and discharge Owner from, defend, indemnify, defend and hold Owner harmless against any liability arising from such notice.

5. **Accidents.** Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day. Renter, Renter's Rep., and AAD must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter, Renter's Rep. and AAD shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) installed by the manufacturer for the purpose of relieving data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner downloading and/or relieving information from the EDR.

6. **Damage to Loss or Theft of Vehicle and Related Costs.** Renter accepts responsibility for damage to, loss or theft of, Vehicle or any part or accessory regardless of fault or negligence of Renter or any other person act of God. Renter shall pay Owner the amount necessary to repair Vehicle. Renter shall not have Vehicle repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner deems Vehicle is salvaged, Renter shall pay Owner the fair market value loss any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. Damages for which Renter is also responsible include but are not limited to: loss of use, claim administrative fees, diminishment of value, towing, storage, impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than the Branch Address on Page 1, any damage to, or theft of, Vehicle occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. **SEE PARAGRAPH 15 FOR INFORMATION ON OPTIONAL DAMAGE WAIVER.**

7. **Responsibility to Third Parties.** Owner complies with applicable motor vehicle financial responsibility laws as a state certified third-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, Owner does not extend any motor vehicle financial responsibility or provide insurance coverage to Renter, AADs, passengers or third parties through this Agreement. If valid automobile liability insurance or self insurance is available on basis to Renter, AAD or any other driver and such insurance or self insurance satisfies the applicable motor vehicle financial responsibility law, then Owner extends none of its motor vehicle financial responsibility. However, if Renter and AAD are in compliance with the terms and conditions of this Agreement and if Owner is obligated to extend its motor vehicle financial responsibility to Renter, AAD or third parties, then Owner's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by Owner's financial responsibility shall not extend to any claim made by a passenger while riding in or on or lying in or out of Vehicle. Owner's financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. **SEE PARAGRAPH 16 FOR INFORMATION ON OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION.**

8. **Indemnification by Renter.** Renter shall defend, indemnify and hold Owner harmless from all losses, bills, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle by any person, including claims of, or bills to, third parties and claims for loss or damage to cargo or personal property. Renter may present claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for all such losses. This obligation may be limited if Renter purchases optional Damage Waiver and/or optional Supplemental Liability Protection. **SEE PARAGRAPHS 15 AND 16 FOR INFORMATION ON OPTIONAL DAMAGE WAIVER AND OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION.**

9. **Personal Injury Protection and Uninsured/Underinsured Motorist Protection.** Except as required by Owner does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP and/or UM/UIM). Renter expressly selects such protection in the minimum limits with the maximum deductible and expense waivers and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law.

10. **Cargo and Personal Property.** Owner is not responsible for any damage to, loss or theft of, any cargo or personal property, whether the damage, loss, or theft occurs during or after termination of the rental regardless of fault or negligence. Renter is responsible for loading and unloading any cargo or property on or off Vehicle. Renter acknowledges and agrees that no claim is or shall be created upon Owner, whether actual, constructive or otherwise, for any cargo or personal property carried in, stored, loaded or left in Vehicle or on Owner's premises.

11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement. Renter remains responsible for all charges not paid by the third party, including but not limited to charges for vehicle upgrades, optional products, extra rental days, mileage and all other charges and/or fees.

12. **Power of Attorney.** Renter hereby grants and appoints to Owner a Limited Power of Attorney:
 

- To present insurance claims of any type to Renter's insurance carrier if:
  - Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages;
  - Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims;
- To endorse Renter's name to entitle Owner to receive insurance payments directly for any such claims, damages, liabilities or rental charges.

## ADDITIONAL TERMS AND CONDITIONS

PAGE 3 of 4

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3. **Severability.** If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

4. **Limitation of Remedy/No Consequential Damages.** If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter and if Owner is able under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and Renter's sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter did not have use of Vehicle or substitute Vehicle. **RENTER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER.**

#### 5. Optional Damage Waiver.

**DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

Renter may purchase Damage Waiver (DW) from Owner for an additional charge. If Renter purchases DW, Owner agrees, subject to the exclusions and actions that invalidate DW listed below, to contractually waive Renter's damage responsibility for the cost of damage to Vehicle or any part or accessory attached to Vehicle and related costs regardless of fault or negligence.

When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to Vehicle, you have coverage or protection for such damage and the amount of your deductible or out of pocket risk.

#### EXCLUSIONS TO DW:

- any loss less than or equal to the Retained Responsibility Initiated on Page 1;
- any loss or damage resulting from theft of Vehicle or any components;
- overhead damage to either the passenger compartment or container of Vehicle; or
- any loss or damage occurring in Mexico.

#### THE FOLLOWING SHALL INVALIDATE DW:

- If Vehicle is damaged when used or driven:
  - by any person other than Renter or AAD;
  - while the driver is under the influence of drugs, alcohol or any intoxicant with or without a prescription;
  - by any person committing a felony or otherwise engaged in a criminal act;
  - in any race, testing or speed contest;
  - to tow or push anything without Owner's written permission or in violation of manufacturer's specifications or requirements or any legal or regulatory obligations regarding towing;
  - outside the states authorized on Page 1;
  - by any driver who is unlicensed or whose license is suspended, revoked, improper or invalid;
  - to transport persons for hire;
  - in a reckless or wanton manner or if Vehicle is deliberately damaged;
  - on an unpaved road or off road;
  - to transport explosives, chemicals, corrosives, medical waste or other hazardous materials or pollutants of any kind or nature;
  - in areas of civil unrest, including, without limitation labor strike areas;
  - in violation of applicable hours of service regulations; or
- If Renter or Renter's Rep. misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or
- If Renter or Renter's Rep. fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism.

#### 6. Optional Supplemental Liability Protection.

**THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

**THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY ISSUED BY EMPIRE FIRE AND MARINE INSURANCE COMPANY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL OR COMMERCIAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.**

#### SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits as stipulated in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by Empire Fire and Marine Insurance Company, which supplies Renter and Additional Authorized Drivers with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$1,000,000 combined single limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this agreement. The Empire Fire and Marine Insurance policy does not provide coverage for any loss arising from a use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on Page 1.

#### SLP Exclusions:

For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions:

- Loss arising out of an accident which occurs while Renter or Additional Authorized Driver(s) under the influence of alcohol or drugs, or other substances unless prescribed by a physician;
- Loss arising out of bodily injury or property damage sustained by Renter or Additional Authorized Driver(s) or any relative or family member of Renter or Additional Authorized Driver(s) who resides in the same household;
- Loss arising out of the operation of Vehicle by any driver who is not Renter or Additional Authorized Driver;
- Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state;
- Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state;
- Bodily injury to an employee or the spouse, child, parent, brother or sister of the employee, arising out of and in the course of employment by Renter or Additional Authorized Drivers;
- Property damage to property transported or in the care, custody or control of Renter or Additional Authorized Drivers;
- Damage to Vehicle;
- Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information;
- Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Rental Agreement.

#### Report SLP Claims to:

Cambridge Integrated Services Group, Inc.  
P.O. Box 94950

Cleveland, OH 44101-4950

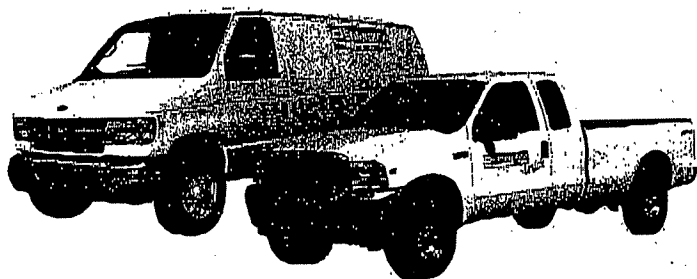
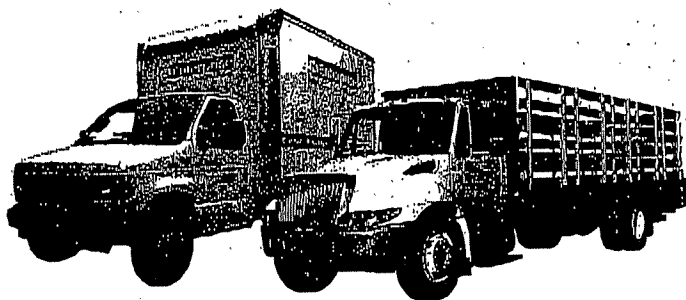
Phone: 1-888-515-3132 Fax: 1-440-914-2903

17. **Telematics Notice and Release.** Vehicle may be equipped with OnStar or another telematics system. Renter acknowledges that such systems utilize cellular telephone and/or radio signals to transmit data for communication and, therefore, privacy cannot be guaranteed. Renter authorizes use or disclosure of access to call location information concerning Renter or other user of the service, automatic crash notification to any person for use in the operation of an automatic crash notification system and use of the vehicle location system. Renter releases Owner, operator of the telematics system, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Renter) or property caused by failure of the telematics system to operate properly. Third party service providers are not agents, employees, or contractors of Owner. For limitations concerning warranty, privacy and performance of the telematics system in Vehicle, contact the telematics provider.

18. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only and are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

19. **Release of Information to Third Parties.** As required by the Federal Motor Carriers' Safety Administration Regulations: "This lessor cooperates with all Federal, State, and local law enforcement officials nationwide to provide the identity of customers who operate this rental commercial motor vehicle." Renter agrees Owner may, and Renter expressly authorizes Owner, to provide information in Owner's possession about Renter, Renter's Rep. and AAD, including but not limited to such driver's name, address and driver license information to applicable authorities, where solicited; and/or applicable authorities or other third parties, in connection with Owner's enforcement of its rights under this Agreement.

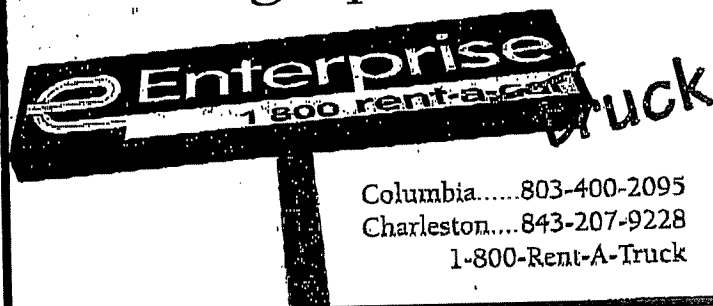
# Big Or Small, We Rent Them All.



Whether you need one or one-hundred,  
imagine finding the right model truck,  
with the right equipment, at the right rate,  
and the right terms. Add great service  
and we'd call it The Perfect Rental  
Package®. You'll call it Enterprise.

[www.enterprisetrucks.com](http://www.enterprisetrucks.com)

## Thanks To You, We're Growing Up In A Hurry.



## You Know Where You Stand.

Serving you, our commercial  
customers, is always our  
number one priority.



### Comments or Questions?

Should you have any comments, questions or concerns  
about your rental, please contact the manager where you  
rented your Vehicle. If after doing so, you are still in need  
of assistance, kindly call me at (803) 210-2699 - your  
thoughts are always welcome and appreciated.

### Customer Privacy

Enterprise Rent-A-Car occasionally participates in the  
exchange of customer information with certain partners  
which provide products or services that may benefit our  
customers. If you would rather we did not provide your  
information to our partners please notify us in writing at:

Privacy Promise  
Enterprise Rent-A-Car  
600 Corporate Park Drive  
St. Louis, MO 63105

Thank you,  
Ann Dedman  
General Manager



truck

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2006-79-T**

**IN RE:**

Application of Mark Toppi d/b/a )  
American Family Moving & Storage )  
for a Class E (HHG) Certificate of )  
Public Convenience And Necessity )  
for Operation of Motor Vehicle )  
Carrier. )  
\_\_\_\_\_ )

**CERTIFICATE OF SERVICE**

This is to certify that I have caused to be served this day one (1) copy of the **Lease**  
**between Mark Toppi d/b/a American Family Moving & Storage and Enterprise Leasing**  
**Company - Southeast** via hand-delivery to the following person at the address set forth:

C. Lessie Hammonds, Esquire  
**Office of Regulatory Staff**  
1441 Main Street, 3<sup>rd</sup> Floor  
Columbia, SC 29211

Andrea M Wright  
Andrea M. Wright

Columbia, South Carolina  
This 13<sup>th</sup> day of December, 2006.